Under the provisions of the same section, the Right Honourable the Governor in Council is pleased to vary the amount of the Process-fees payable under Section 72 and the third column of the fourth Schedule, as follows :—

In suits	up to Rs. 20	..	Annas 2
"	between Rs. 20 and Rs. 50	..	Annas 4
"	between Rs. 50 and 100..	..	Annas 8
"	between Rs. 100 and 200..	..	Rupee 1
"	between Rs. 200 and Rs. 300	..	Rupee 1-8
In all suits above Rs. 300 ..		..	Rupee 1-8

PLACE FOR THE CONFINEMENT OF PERSONS ORDERED BY THE SMALL CAUSE COURT TO BE IMPRISONED

Notn. No. 4003-11-P., J.D., 1st July 1882, para. 1, B.G. 1882, Pt. I, p. 489.

Under the provisions of Section 95 of the Presidency Small Cause Courts Act, 1882, the Right Honourable the Governor in Council is pleased to appoint Her Majesty's Common Jail, Civil Side, Bombay, to be the place in which persons ordered by the Small Cause Court, Bombay to be imprisoned, shall be imprisoned.

RULES UNDER ACT XIX OF 1883

LAND IMPROVEMENT LOANS

RULES REGARDING THE MAKING OF LOANS

Notn. No. 2677, F.D., 13th Sept. 1916, B. G. 1916, Pt. I, p. 2101, as amended by Notns. No. 3703, F.D., 27th Nov. 1917, No. 3722, F.D., 5th June 1919, No. K-17, F.D., 17th Nov. 1920, No. 258, F.D., 13th Apr. 1921, No. 780-E., F.D., 6th Nov. 1921 and No. P-29-2, F.D., 26th June 1922.

In exercise of the powers conferred by section 10 of the Land Improvement Loans Act, 1883 (XIX of 1883), and in supersession of Government Notification in the Revenue Department No. 1691-A, dated the 3rd March 1886, as subsequently amended, the Governor in Council is pleased to make the following rules regarding the making of loans under the said Act, namely :—

1. (1) These rules may be called the Land Improvement Loans Rules, 1916.

(2) In these rules " the Act " means the Land Improvement Loans Act, 1883.

2. The powers conferred by these rules may be exercised by the following officers in the areas specified below :—

(*a*) in the districts where the Gujarat Talukdars' Act, 1888 (Bom. VI of 1883), is in force, the Talukdari Settlement Officer, with reference to all immovable property under his management shall exercise the powers of a Collector ;

(*b*) in the Akrani Pargana, the Divisional Forest Officer shall exercise the powers of a Collector and the Range Forest Officer those of a Mahalkari;

(*c*) in the Dangs the Assistant Political Agent shall exercise the powers of an Assistant or Deputy Collector in charge of a taluka, and the Political Agent Surat, those of a Collector;

(*d*) in Chopda, Raver and Yaval taluka of the East Khandesh district and in the North Khandesh and West Khandesh divisions, of the West Khandesh district, for Forest Settlements, the Divisional Forest Officer shall exercise the powers of an Assistant or Deputy Collector in charge of a taluka;

(*dd*) in the North Khandesh Division of the West Khandesh District, for Forest Settlements, the range forest officer of Shirpur East, Shirpur West, Shahada and Taloda shall in their respective ranges exercise the powers of a Mahalkari.

(*e*) in any area in which the Collector considers famine to be prevalent every officer in receipt of a salary of not less than Rs. 60 per mensem whom the Collector shall appoint in this behalf shall, with reference to the area for which he is so appointed, be deemed to be an Assistant or Deputy Collector in charge of a taluka.

3. (1) Loans may be granted for any purpose which is an Improvement within the meaning of section 4 (2) of the Act.

(2) Government in the case of Loans requiring their sanction, and each Commissioner or Collector in the case of loans requirin his sanction, may call for such detailed plans and estimates or for such professional opinion on the project for which the loan is required as may seem necessary.

4. (1) Applications may be presented to any Revenue Officer not below the rank of an Aval Karkun.

(2) The application may be made in writing in the application form, hereto annexed; or if orally made, shall be reduced to writing by the Officer in that form. Blank copies will be supplied free to intending applicants. When the security offered is land, extracts from the Record of Rights relating thereto must be attached to the application.

(3) Provided that when there is a joint application by a number of inhabitants of one village for an advance to be taken and severally under a joint bond, or severally upon a *common* bond, there need be no separate application from each applicant, but the necessary particulars will be compiled in the schedules to Bond Forms Nos. 2 and 3.

5. Loans may be granted and the functions of a Collector under the Act may be exercised by the authorities and to the extent specified in the following table :—

Authority.	Amount in rupees.
Collector with the previous sanction of Government Exceeding	5,000

Authority.	Amount in rupees.
Collector with previous sanction of Commissioner Exceeding	2,500
Collector. Not exceeding	2,500
Assistant or Deputy Collector in charge of a taluka ..	1,000
Mamlatdar or in Sind Mukhtyarkar specially authorised by Collector	250
In Sind, for clearing water courses any Mukhtyarkar or Mahalkari	200
Any Mamlatdar or Mahalkari or extra Aval Karkun for the following objects :—	
Levelling and embanking fields (tals)	50
Clearing out deep weeds or stones ..	
Boring with jumpers, and trial-pits for wells ..	
Clearing silt from wells	
Any other purpose allowed by Commissioner ..	
In Sind, any Mukhtyarkar or Mahalkari for the following objects :—	
Boring with jumpers, and trial-pits for wells ..	50
Clearing Silt from wells	50

6. (1) The officer entertaining the application shall either make an enquiry himself, or cause one to be made by a Revenue Officer not below the rank of an Aval Kárkun, for the purpose of ascertaining the particulars in the application form.

(2) A Mámlatdár may, by general or special order, direct his Aval Kárkun to enquire, or send any application to him for enquiry. If any application is made to an Aval Kárkun, he may, if the Mámlatdár has authorised him by general or special order, complete the enquiry and forward the application with his recommendation to the Mámlatdar for disposal.

7. (1) The objections, if any, submitted under section 5 of the Act to the officer who received the application, or to the enquirer, shall be disposed of by such officer at the time when he makes the local enquiry, if he makes it himself and, if not, upon receipt of the report of the officer who made it. He shall then record the particulars of the objections and of his orders thereon in the appropriate space in the application form.

(2) If the officer who receives the application is empowered by rule 5, he may himself grant or refuse the loan. Otherwise he shall forward the application, with his report and recommendation thereon, through the usual channel, to the Mámlatdár, Assistant or Deputy Collector, in charge of the táluka, Collector, or Commissioner, as the case may be.

8. No loan may be granted unless the grantor shall be satisfied of the sufficiency of the security with a margin for safety.

9. When the value of the applicant's interest in the land to be improved will clearly cover the amount of the loan with interest and

the cost (if any) likely to be incurred in making the same, no collateral security need be required.

10. (1) Movable property shall rarely be accepted as security. Personal security may be accepted, even that of one person, provided that his solvency is certain.

(2) If the sureties are more than one they should preferably be required to bind themselves jointly and severally.

(3) Except in times of scarcity or famine, loans shall not be given to persons who are in arrears for Government dues of any kind, unless the grantor is quite satisfied of the amplitude of the security.

(4) When the amount of a loan is large, the security of immovable property should almost invariably be taken.

11. A loan shall be paid to the borrower in one or more instalments as may seem fit to the grantor. Large loans will invariably be paid in two or more instalments.

12. Interest shall ordinarily be charged on all loans at $8\frac{1}{3}$ per cent. per annum; but Government, on the recommendation of the Commissioner, in any case, may sanction a reduced rate, or no interest.

13. The order granting a loan shall be endorsed on the application, if separate, and also be made out in any of the Forms 1 to 3 hereto annexed suitable to the case, and shall, at the time of or before the issue of the loan or the first instalment of it, be signed by the applicant and other persons concerned in token that he and they understand and agree to the conditions contained therein.

14. The conditions under which every loan shall be granted shall include the following, namely, that if the borrower fails to carry out in the time prescribed the work or part of the work for which he has received the loan or an instalment of it the grantor may order summary recovery; but instead of enforcing this condition he may, on reasonable cause being shown for the failure in carrying out the work in time, extend the period fixed for its completion; and if the borrower fails to complete the work or part of the work within the period thus extended, prompt steps shall be taken to recover summarily with simple interest the whole or the misapplied portion, as may be decided by the grantor.

15. A copy of the order and the counterpart agreement, certified by the grantor to be a true copy, shall be given on demand to the borrower at the time of or just after making the payment to him.

16. When a loan is being paid to a borrower by instalments, the grantor may withhold payment of any instalment subsequent to the first if he is satisfied that any condition of the order and counterpart agreement has not been complied with.

17. The cost, if any, incurred in making a loan shall be paid by the borrower along with the repayment of the first annual instalment.

18. An instalment should be suspended whenever from causes beyond the borrower's control his crops fail to such an extent as to render the

payment unduly burdensome to him. Whenever suspensions of land revenue are granted, general suspensions of loan should be granted at the same time and to the same extent; so that when only one-half of the land revenue is suspended, only one-half of the current instalment should be suspended. Unless the season is bad enough to justify general suspensions of land revenue, *general* suspensions of loans will not be justifiable. In case of general suspensions of loans it will be in the Collector's discretion, with the sanction of Government, to except any class of persons from the operation of the order.

19. Where an advance has been granted for the improvement of land on condition that if any land mortgaged as security for the advance is transferred the whole amount outstanding may be recovered immediately, this condition shall not be enforced if the transferree at the discretion of the grantor either pays the amount outstanding or executes a fresh bond mortgaging the land as security for repayment of the amount outstanding.

20. The grantor, if at any time satisfied that the borrower has failed to comply with any of the conditions—

(*a*) shall, if the failure appears to be due to the misapplication of the loan, and

(*b*) may, if the failure is due to any other cause, after recording in writing the grounds of his decision,

proceed to recover under the provision of section 7 of the Act, any sum still payable by the borrower.

21. (1) When any loan or portion of a loan is found to be irrecoverable if may be written off by the Collector—

(*a*) if the amount is Rs. 100 or less, of his own authority;

(*b*) if the amount exceeds Rs. 100, with the previous sanction of the Commissioner.

(2) The Collector shall report to the Commissioner in the half-yearly return all sums written off, giving reasons for each sum orders to be written off by him under clause (*a*) of sub-rule (1).

22. The accounts for all loans shall be kept in such form as Government may, from time to time, prescribe.

FORM OF APPLICATION.

I.—Applicant's name and residence.

II.—Amount and object of loan and nature of the proposed improvement.

Notes.—(1) This application may be made to any Revenue Officer not lower in rank than an Aval Karkun free of Court-fee stamp.

(2) Interest at 8¼ per cent. per annum will be charged on the loan and instalments will be distributed over a number of years not exceeding 20.

(3) If the value of the applicant's interest in the land to be improved covers the loan no other security will be required; if that value will not cover the loan, other security will be required, ordinarily in the form of personal sureties or by the mortgage of other immovable property besides the land to be improved.

III.—Village, Survey No., assessment (and Judi if alienated) of land to be improved, with extracts of Village Form No. VI or No. VII.

IV.—Applicant's rights in the land to be improved.

V.—Nature of security, whether personal or otherwise.

Date

Applicant's signature.

INQUIRY FORM.

Particulars to be filled in by inquirer after verifying the details in the application.

[At whatever stage of the inquiry it appears that the loan cannot be granted, the inquirer should stop and endorse the reason and cease filling up any more of the particulars.]

VI.—Status of the applicant as in col. 10 of Village Form No. VI ; if he has no right to make the improvement, does the superior holder consent to the loan ?

VII.—Is he a Government servant or a member of a co-operative society ? Or tenant of an Inamdar or Khot, or a Watandar, in respect of the land offered ?

VIII.—Security offered :—

(1) if the land itself the value of the applicant's interest in it ;

(2) if personal, the names and status of the surety or sureties, and the value of their immovable property ;

(3) if property other than the land itself, its nature, Survey No., area, assessment (and Judi), and value and extent of pre-existing encumbrances.

IX.—The improvement :—

(1) Sketch (*on a separate sheet*) of the land to be improved ;

(2) Full description of the state of and measurements of any existing work ;

(3) Full description and measurements of the improvements proposed ;

(4) in the case of wells whether bore or jumper experiment has been tried and with what result ;

(5) Description of materials to be used ;

(6) Estimated cost of proposed improvement ;

(7) Estimate of the area that will be benefited ;

(8) Estimated value of the net increased produce from the work ;

(9) Year in which the work will begin to yield profit, and life of improvement ;

(10) Capacity of borrower ; note if he has other resources.

X.—Outstanding balance, if any, *e. g.*, Land Revenue, Tagai, Irrigation, *vide* Village Form No. VIII-B, Tagai Form No. IV, and Irrigation Accounts.

XI.—(1) Whether the loan should be advanced in one lump sum or in instalments ;

(2) If in instalments their dates with condition as to which part or parts of the proposed work are to be completed before issue of subsequent instalments.

XII.—Period within which the work is to be completed or object carried out.

XIII.—Repayment :—

(1) Year of first instalment with reference to IX (9) ;

(2) Amount of instalment (consolidating principal and interest) ;

(3) Period of repayment ;

(4) Signature in token of correctness of, and consent to, the above particulars :—

(1) applicant,

(2) person, other than the applicant having interest in the land,

(3) personal surety,

(4) person pledging collateral security.

(5) attesting officer.

XIV.—Objections, if any :—

(1) Date of publication of notice under section 5 ;

(2) Nature of objections raised, and orders thereon.

XV.—List of papers to be annexed :—

(1) Extracts from Record of Rights, and Village Forms Nos. VI and VII.

(2) Deeds, if any, presented.

(3) Panchnamas or officer's own figured estimates as to :—

(*a*) value of land to be improved,

(*b*) value of collateral security,
(*c*) estimated cost of work,
(*d*) estimated amount of profit.

(4) Notice, under section 5, with objections received, and order.

XVI.—Opinion and recommendation in the inquirer's own hand :—

Note.—The inquirer should, among other remarks, particularly make a note (as to whether the work is feasible, also) as to the Applicant's character for thrift and regularity in fulfilling his obligations (see X above).

Submitted for sanction to

Mamlatdar or other Inquirer.

XVII.—Sanctioned for Rs. (in words)
Date

Grantor.

XVIII.—Endorsement as to completion of the work :—

(1) Date of orders (to the Circle Inspector) for inspection and for report ;
(2) Result of inspection, with action taken, if any, owing to misapplication.

FILED.

Date

Mamlatdar or Mahalkari.

BOND FORM NO. 1.

Order granting a loan under the Land Improvement Loans Act, 1883.

a—*a* To be cancelled where there is none.

Details of previous loan (s) outstanding.						
Date of loan.	Amount of loan.	Principal.	Rate of interest.	Interest.	Total.	Remarks.

Total outstanding.

WHEREAS *A B* of (hereinafter called the Borrower) has applied for a loan under the Land Improvement Loans Act, 1883 ;

a 2. [AND WHEREAS the Borrower has previously been granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding against the Borrower on account of the said previous loan (s) is as detailed in the margin AND the Borrower has agreed to repay the said previous and present loans with interest in fixed instalments]. *a*

b—*b* To be cancelled where the Borrower has the right to make the improvement.

c Here describe in detail the $\frac{\text{proposed improvement}}{\text{object of the loan.}}$

Details of land for benefit of which the loan is granted.			
Village.	Survey No.	Area.	Remarks.

d—*d* To be cancelled where there is none.

Details of instalments.			
Serial No.	Date.	Amount.	Remarks.

3. THIS ORDER WITNESSES that a loan of rupees (Rs.) is hereby granted to the Borrower *b* (with the consent of *C D* of the record whereof is hereto annexed) *b* at simple interest of $8\frac{1}{3}$ per cent. per annum for the PURPOSE of *c*

4. And for the BENEFIT of the land described in the margin.

5. REPAYABLE with interest and the costs of granting the present loan *d* [together with the principal, interest and costs outstanding on the said previous loan(s)] *d* in fixed instalments of the amounts and on the dates mentioned in the margin, such instalments to be credited to interest and principal in such proportion and amount as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of the dues outstanding shall have been repaid (Provided that any further interest simple or compound which may be chargeable for delay in payment in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

6. THIS LOAN is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS, namely :—

(1) This loan shall be applied solely to the purpose for which it is granted.

(2) The $\frac{\text{work}}{\text{object}}$ for the purpose of which this loan is granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the day of or the subsequent date to which an extension of time may be granted by the grantor.

(3) Neither the Borrower nor his heirs executors administrators or assigns shall transfer by way of mortgage sale gift partition or otherwise any land mortgaged as security for this loan.

(4) The statement $\frac{\text{of the encumbrances}}{\text{that there are no encumbrances}}$ now existing on the land mortgaged by the Borrower as security for this loan (which

'statement is appended to the mortgage deed endorsed hereon) is true and complete.

(5) Any instalment of this [and previous] loan(s) shall be payable on such earlier date than the date hereinbefore fixed in that behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

(6) Any instalment of this [and previous] loan(s) may be increased to such amount not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

7. The amount of this loan shall be paid to the Borrower on production of a certified copy of this Order at the Treasury at in the following instalments :—

Date	Amount

8. In default of the due observance by the Borrower of any of the foregoing conditions or if any instalment is not paid within one month of the date fixed for its payment, the whole of the amounts for the time being outstanding against the Borrower may be recovered immediately, notwithstanding that the period fixed for repayment has not elapsed.

Dated this day of

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor.)

* * * * * * *

b—*b* To be cancelled where the Borrower has the right to make the improvement.

b 9. I hereby consent to the grant of this loan to *A B* and to his undertaking the improvement hereinbefore mentioned with respect to the land hereinbefore in the margin specified.

(Signature of person consenting.)

(Signatures of witnesses.) *b*

Agreement by endorsement, to be executed by the Borrower.

10. I agree to all the conditions in the above-written order.

Trumb Print of Borrower.

(Signature of Borrower.)

(Signatures of witnesses.)

* * * * * * *

Suretyship Bond by endorsement.

11. We, *E F* and *G H* of are SURETIES for the said *A B* and do hereby agree that if the said *A B* shall make default in payment of $\frac{\text{the loan now advanced to him}}{\text{his total tagai outstandings}}$ or any portion thereof at any time when the same shall become payable, then the amount of the default shall be recoverable from us jointly and severally.

Dated this day of

Thumb prints.

_____

_____

_____

(Signatures of Sureties.)

Thumb prints.

_____

(Signatures of witnesses.)

_____

Mortgage by endorsement of land offered as security.

Mortgagor is Borrower.

12. I, the abovementioned *A B*, hereby agree to repay to the Secretary of State $\frac{\text{the loan now advanced to me}}{\text{my total tagai outstandings}}$ and in consideration of the same and as security for the due repayment thereof I hereby mortgage to the Secretary of State the lands specified in the margin *x* [to which I am absolutely entitled free from encumbrances]. *x*

Village.	Survey No.	Area.	Remarks.

x—x Where the Borrower or Mortgagor is not the absolute owner or the property has been previously encumbered, the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

13. AND in the event of my making default in payment of any portion of the said monies on any of the dates fixed in or under the above written Order for payment, I hereby agree that the Secretary of State shall be

at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding at the time of sale.

14. AND I further agree that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service, or

(*b*) Where some interest on the loan (s) referred in the said Order amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

Dated this day of

(Signature of Borrower.)

Thumb print.

(Signatures of two witnesses.)

* * * * * * *

Mortgage by endorsement of land offered as security.

Mortgagor is some person other than Borrower.

15. In consideration of the monies advanced to the abovementioned *A B* and referred to in the above written Order and as security for the due repayment of the same, I hereby mortgage to the Secretary of State the lands specified in the margin *x* [to which I am absolutely entitled free from encumbrances] *x*.

Village.	Survey No.	Area.	Remarks.

x—*x* Where the Mortgagor is not the absolute owner or the property has been previously encumbered, the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

16. AND in the event of the said *A B* making default in payment of any portion of the said monies on any of the dates fixed in or under the said Order for payment, I hereby agree to pay to the Secretary of State the amount of the default, AND I also agree that in the event of my making default in any such payment the Secretary of State shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the amount of the said default.

17. AND I further agree that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service, or

(*b*) Where some interest on the loan (s) referred to in the said Order amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

dated this day of

(Signature of mortgagor.)

Thumb print,

(Signature of two witnesses.)

BOND FORM No. 2.

Order granting a joint loan under the Land Improvement Loans Act, 1883.

WHEREAS the persons mentioned in column 2 of Schedule A hereto as Borrowers (hereinafter called the Borrowers, being residents of in the taluka of and district of have applied for a loan under the Land Improvement Loans Act, 1883.

a—*a* Cancel where there are none.

a 2. [AND WHEREAS the Borrowers (or some, or one, of the Borrowers) $\frac{\text{has}}{\text{have}}$ previously been granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding on account of the said loans (s) is as detailed in col. 3 of Schedule A.] *a*.

3. AND the BORROWERS have agreed to be jointly and severally liable for the payment of $\frac{\text{the said previous and present loans}}{\text{the loan now granted to them}}$ with interest in fixed instalments.

b—*b* To be cancelled where all the Borrowers have the right to make the improvement.

4. THIS ORDER WITNESSES that a loan of the total amount of rupees (Rs.) is hereby granted to the Borrowers *b* [with the consent of the persons mentioned in col. 8 of Schedule A

as to the land specified in the corresponding entry in col. 7 of the same Schedule, each of the said persons having signed his name or made his thumb impression in col. 8 of the same Schedule in token of his consent] *b* at simple interest of 6¼ per cent. per annum FOR THE PURPOSES respectively specified in col. 6 of the same Schedule, and for the BENEFIT of the land mentioned in col. 7 of the same Schedule.

c—c To be cancelled where there is no previous loan outstanding.

Details of instalments of total amount to be paid jointly and severally by the Borrower.			
Serial No.	Date.	Amount.	Remarks.

5. REPAYABLE with interest and the costs of granting the present loan *c*[together with the principal, interest and costs outstanding on the said previous loan (s)] *c* in fixed instalments of the aggregate amounts and on the dates specified in the margin, such instalments to be credited to interest and principal in such proportion and amount as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of he dues outstanding shall have been repaid. (Provided that any futher interest simple or compound which may be chargeable for delay in payment in accordance withthe rules under the said Act shall be recoverable in addition to the said fixed instalments).

6. THIS LOAN shall be paid to the Borrowers on production of a certified copy of this Order at the Treasury at in the amounts specified in respect of each Borrower and on the dates and in the instalments mentioned in col. 10 of Schedule A.

7. THIS LOAN is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS, namely :—

(1) As to the repayment of the aggregate principal amount of the loan now granted each of the Borrowers is as among the Borrowers themselves liable for and bound to contribute the amount specified in col. 4 of Schedule A ;

(2) As to the payment of the aggregate instalments hereinbefore mentioned, which are inclusive of principal, interest and costs of the loan now granted (and previous loans outstanding) each of the Borrowers is as among the Borrowers themselves liable for and bound to contribute (subject to condition 7) the amount specified in col. 5 of Schedule A in respect of each Borrower and such amounts shall (subject to condition 6) be payable on the dates hereinbefore mentioned for the payment of each aggregate instalment ;

(3) All the Borrowers are nevertheless jointly and severally liable for and bound to repay to Government the total amount of the

loan now granted with interest and costs (together with the total amount outstanding on the previous loans hereinbefore referred to with interest and costs), and the total amount so payable shall (subject to conditions 6 and 7) be payable in the aggregate in the instalments and on the dates hereinbefore specified;

(4) This loan shall be applied solely to the purposes for which it is granted;

(5) The $\frac{\text{works}}{\text{objects}}$ for the purpose of which this loan is granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the day of or the subsequent date to which an extension of time may be granted by the grantor;

(6) Any instalment of this [and previous] loan (s) shall be payable on such earlier date than the date herein fixed in that behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final);

(7) Any instalment of this [and previous] loan (s) may be increased to such amount not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

8. In default of the due observance by any of the Borrowers of any of the foregoing conditions, or if any instalment is not fully paid within one month of the date fixed for its payment, the whole of the amounts outstanding against the Borrowers may be recovered immediately from the Borrowers jointly and severally, notwithstanding that the period fixed for repayment has not elapsed.

* * * * *

9. We the persons who have signed our names or whose thumb impressions have been recorded in column 11 of the under written Schedule A hereby agree to all the terms and conditions of the above written Order and to the particulars specified in the under written Schedule A and accept the same as correct and our signatures or thumb impressions hereunder made witness this our agreement and acceptance.

10. And we further agree that when any disbursement has been made to any of us, the signature or thumb impression of the recipient if made or recorded in Schedule B hereunder written shall be evidence of his having duly received such disbursement to the amount therein specified.

Schedule A.

1	2	3					4	5		6	7			
Serial number.	Name and Account No. of Borrowers.	Detail balances of previous loans still unrecovered.					Portions of present loan for repayment of which the Borrowers are respectively liable as between themselves.	Consolidated instalments (including principal, interest and costs of previous and present loans) for which the Borrowers are respectively liable as between themselves.		Purpose of which present loan is granted.	Details of land for the benefit of which loan is granted.			
		a	*b*	*c*	*d*	*e*		No.	Amount of each.		Survey No.	Area.	Assessment.	Remarks.
		Date.	Amount.	Rate of interest.	Principal.	Interest.								

8	9			10						11	12
Signature or thumb impression of person having the right to make the improvement whose consent is hereby given to the loan.	Details of land in occupation of Borrower (to be inserted in cases to which col. 7 does not apply).			Instalments in which the loan is to be disbursed.						Signatures or thumb impressions of Borrowers.	Remarks.
				1st.		2nd.		3rd.			
	Survey No.	Area.	Assessment.	Amount.	Date.	Amount.	Date.	Amount.	Date.		

H 760—30

Schedule B.

1 Serial number.	2 Name of person to whom the disbursement is made.	3 Date of first disbursement.	4 Amount.	5 Signature or thumb impression of person receiving disbursement.	6 Signature of disbursing officer.	7 Date of second disbursement.	8 Amount.	9 Signature or thumb impression of person receiving disbursement.	10 Signature of disbursing officer.	11 Date of third disbursement.	12 Amount.	13 Signature or thumb impression of person receiving disbursement.	14 Signature of disbursing officer.

Dated this *day of*

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor.)

BOND FORM No. 3.

Order granting loans under the Land Improvement Loans Act, 1883, to a number of borrowers in severalty.

WHEREAS each of the persons mentioned in column 2 of Schedule A hereto as Borrowers (hereinafter called the Borrowers), being residents of in the taluka of and district of , has applied for a loan under the Land Improvement Loans Act, 1883:

a—*a* To be cancelled where there are no previous loans outstanding.

a 2. [AND WHEREAS the Borrowers (or some, or one, of the Borrowers) $\frac{\text{has}}{\text{have}}$ been previously granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding on account of the said loan(s) is as detailed in column 3 of Schedule A AND each of the Borrowers to whom a loan has previously been granted has agreed to repay the said previous and present loans with interest in fixed instalments.] *a*

b—*b* To be cancelled where all the Borrowers have the right to make the improvements.

3. THIS ORDER WITNESSES that a loan is hereby granted to each of the Borrowers of the amount stated in column 4 of Schedule A opposite the name of each Borrower *b* [with the consent of each of the persons mentioned in column 7 of Schedule A as to the land specified in the corresponding entry in column 6 of the same Schedule each of the said persons having signed his name or made his thumb impression in column 7 of the same Schedule in token of his consent] *b* at simple interest of 8½ per cent. per annum FOR THE PURPOSES respectively specified in column 9 of the same Schedule and for the BENEFIT of the lands respectively mentioned in column 6 of the same Schedule.

c—*c* To be cancelled where there are no previous loans outstanding.

4. REPAYABLE in each case with interest and the costs of granting the present loan *c* [together with the principal, interest and costs outstanding on the said previous loans] *c* in fixed instalments of the amounts and on the dates specified in column 5 of Schedule A, such instalments to be credited to interest and principal in such proportion and amount as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of the dues outstanding in each case shall have been repaid (Provided that any further interest, simple or compound, which may be chargeable for delay in payment in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

5. Each of these loans is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS, namely :—

(1) Each of these loans shall be applied solely to the purpose for which it is granted.

(2) The $\frac{\text{works}}{\text{objects}}$ for the purposes of which these loans are granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the date specified in column 10 of Schedule A hereto in respect of each loan, or the subsequent date to which an extension of time may be granted by the officer granting the loan.

(3) None of the Borrowers, their heirs, executors, administrators or assigns shall transfer by way of mortgage, sale, gift, partition or otherwise any land mortgaged as security for these loans.

(4) The $\frac{\text{details of the encumbrances}}{\text{statements that there are no encumbrances}}$ now existing on the lands mortgaged by the Borrowers as security for these loans (which statements are contained in column 12 of Schedule A) are true and complete.

(5) Any instalment of any of these (and previous) loans shall be payable on such earlier date than the date herein fixed in this behalf as may be fixed in any year by the Sub-Divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

(6) Any instalment of these (and previous) loans may be increased to such amount not exceeding double the amount herein fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decisions shall be final).

6. In default of the due observance by any one of the Borrowers of any of the foregoing conditions, or if any instalment is not paid by any Borrower within one month of the date fixed for its payment, the whole of the amounts for the time being outstanding against such Borrower may be recovered immediately, notwithstanding that the period fixed for payment has not elapsed.

7. These loans shall be paid to the Borrowers on production of a certified copy of this Order at the Treasury at on the dates and in the instalments specified in respect of each Borrower in column 20 of Schedule A.

* * * * * *

8. EACH OF US the persons mentioned as Borrowers in column 2 of Schedule A hereunder written who have signed our names or whose thumb impressions have been recorded in column 15 of the said Schedule hereby agrees to all the terms and conditions of this Order and to the particulars specified in the said Schedule A so far as the said terms, conditions and particulars apply in respect of the loan granted to him, and each of us accepts the same as correct and his signature or thumb impression made in the said column 15 witnesses this his agreement and acceptance.

9. AND each of us further agrees that when any disbursement has been made to him, his signature or thumb impression, if made or recorded in Schedule B hereunder written, shall be evidence of his having duly received such disbursement to the amount therein specified.

* * * * * *

Suretyship agreement.

10. WE the persons who have signed our names or made our thumb impressions in column 16 of the underwritten Schedule A as sureties, opposite the names of the Borrowers, entered in column 2 of

the same, hereby declare that we are, as to any one or any two or more of us whose names or thumb impressions are entered opposite the name of any Borrower, sureties for such Borrower and every one and every two or more of us so entered does and do hereby agree that if the said Borrower shall make default in payment of $\frac{\text{the loan now advanced to him}}{\text{his total tagái outstandings}}$ at any time when the same shall become payable, then the said monies shall be recoverable from us jointly and severally AND we hereby declare that our signatures or thumb impressions made in column 16 of the said Schedule are evidence of this our agreement.

* * *

* * *

Mortgage agreement (as to mortgages by Borrowers).

11. EACH OF US Borrowers who has signed his name or whose thumb impression has been recorded in column 13 of the underwritten Schedule A does hereby agree to repay to the Secretary of State $\frac{\text{the loan now advanced to him}}{\text{his total tagái outstandings}}$, and in consideration of the same and as security for the due repayment thereof each such Borrower hereby mortgages to the Secretary of State the lands specified opposite his name in column 11 of the said Schedule A in which lands he has the interest specified in column 12 of the said Schedule.

12. AND in the event of his making default in payment of any portion of the said monies on any of the dates fixed in or under the above written Order for payment each such Borrower hereby agrees that the Secretary of State shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding against him at the time of sale; AND he the Borrower and each such Borrower further agrees that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served on the Borrower and he has made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) granted to the Borrower amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

13. AND each such Borrower hereby lastly agrees and declares that his signature or thumb impression made in column 13 of the said Schedule A hereunder written is evidence of this his agreement.

* * * * * *

Mortgage agreement (as to mortgages by persons other than Borrowers).

14. EACH OF US being the persons who have signed our names or whose thumb impressions have been recorded in column 18 of the underwritten Schedule A as Mortgagors hereby agrees as follows namely :—

In consideration of the monies advanced to each Borrower (opposite whose name each Mortgagor has made his signature or thumb impression and hereinafter referred to in this agreement as the Borrower) and as security for the due repayment of the same, each such Mortgagor hereby mortgages to the Secretary of State the lands specified opposite his name in column 17 of the said Schedule A ;

AND in the event of the Borrower making default in payment of any portion of the said monies on any of the dates fixed in or under the said Order for payment, each such Mortgagor hereby agrees to pay to the Secretary of State the amount of the default ; AND each such Mortgagor also agrees that in the event of his making default in any such payment the Secretary of State shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the amount of the said default ; AND each such Mortgagor further agrees that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served on the Mortgagor and he has made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) granted to the Borrower amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due :

AND each such Mortgagor lastly agrees and declares that his signature or thumb impression made in column 18 of the said Schedule A hereunder written is evidence of this his agreement.

* * * * *

Declaration by attesting witnesses.

15. WE the persons who have signed our names or whose thumb impressions have been recorded in column 14 and column 19 of Schedule A hereunder written as attesting witnesses hereby declare that we have and each of us declares that he has thereby attested the mortgage of the land described in column 11 or column 17 of the said Schedule by the persons mentioned in column 2 or column 18 of the said Schedule, as the case may be.

Schedule A referred to above.

1	2	3						4	5						6			
Serial Number.	Name and Account number of borrower.	Details of previous loans.						Amount of Principal of present loans.	Consolidated instalments (including principal, interest and costs of previous and present loans) in which repayment is to be made, with dates of payment.						Details of land for the benefit of which the loan is granted.			
		a	*b*	*c*	*d*	*e*	*f*		1st.		2nd.		3rd.					
		Date.	Amount.	Principal outstanding.	Rate of interest.	Interest outstanding.	Total outstanding.		Amount.	Date.	Amount.	Date.	Amount.	Date.	Survey number.	Area.	Assessment.	Remarks.

7	8			9	10	11				12	13	14
Signature or thumb impression of person having the right to make the improvement, whose consent is hereby given to the loan.	Details of land in occupation of borrowers (to be inserted in cases to which column 6 does not apply).			Purpose for which the loan is granted.	Date for completion of work or object of loan.	Land mortgaged by borrower (all in the village of and táluka of and district of unless otherwise stated).				Statement of encumbrances (or that there are no encumbrances) and extent of interest of borrower as to land in column 11.	Signature or thumb impression of borrower in token of correctness of entries in columns 11 and 12 and in evidence of the mortgage.	Signatures or thumb impressions of attesting witnesses.
	Survey number.	Area.	Assessment.			Survey Number.	Area.	Assessment.	Remarks.			

Schedule A referred to above—contd.

15	16	17				18	19	20					
Signature or thumb impression of borrower in token of assent to conditions of the Order.	Signatures or thumb impressions of sureties.	Land mortgaged by persons other than the borrower.				Name, etc., and signature or thumb impressions of mortgagors of land entered in column 17.	Signatures or thumb impressions of attesting witnesses.	Instalments in which the loans are to be disbursed to the borrowers..					
								1st.		2nd.		3rd.	
		Survey Number.	Area.	Assessment.	Remarks.			Amount.	Date.	Amount.	Date.	Amount.	Date.

Schedule B referred to above.

Particulars of Disbursement..

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Serial Number.	Name of person to whom the disbursement is made.	Date of first disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of second disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of third disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.

Dated this day of

(Signature of Grantor or of Mámlatdár if the Assistant or Deputy Collector is the Grantor.)

RULE UNDER CLAUSE (1) OF THE PROVISO TO SECTION 11 OF THE ACT

Notn. No. 6676, R. D., 29th Sept. 1891, B.G., 1891, Pt. I, p. 800.

In exercise of the power conferred by clause (1) of the Proviso to section 11 of the Land Improvement Loans Act (XIX of 1883), the Governor of Bombay in Council is pleased, with the approval of the Governor General in Council, to frame the following rule for the Presidency of Bombay, *viz.* :—

1. When waste-land has been reclaimed with the aid of a loan obtained under the said Act, the increase in value of the said land, derived from the reclamation thereof, may be taken into account, in revising the assessment of land revenue on the said land.

(*a*) in the case of land granted under No. 19 or No. 21 of the rules noted in the margin, after the expiration of the period fixed by the Collector in the grant thereof for the enjoyment of the said land-revenue free or at a reduced assessment.

Rules made by the Governor in Council under Section 214 of the Bombay Land Revenue Code and published in Notification No. 7368 at pages 792-816 of the *Bombay Government Gazette* for 1881, Part I.

(*b*) in any other case, after the expiration of the period prescribed in the grant of the land or in any rule, order or instruction respecting the same or applicable thereto, for the enjoyment of the said land as aforesaid.

RULES AND ORDERS UNDER ACT IV OF 1884

EXPLOSIVES

RULES TO REGULATE THE TRANSPORT OF EXPLOSIVE WITHIN THE PORT OF ADEN

Notn. No. 9724-B, R. D., 24th Dec. 1889, B.G., 1889, Pt. I, p. 1083, as amended by Notns. No. 4978, R. D., 10th July 1893, No. 163-A, R. D., 11th Jan. 1899, No. 7130, G. D., 18th Dec. 1901, No. 5749, G. D., 19th Sept. 1908, No. 3300, G. D., 14th July 1910.

In exercise of the powers conferred by Section 5 of the Indian Explosives Act IV of 1884, the Governor of Bombay in Council is pleased, with the previous sanction of the Governor General in Council, to make the following rules to regulate the transport of explosives within the limits of the Port of Aden :—

Rules.

Rules 1 to 12 and 14 to regulate the transport of explosives made by the Governor General in Council and published in the Notification of the Government of India in the Department of Commerce and Industry No. 4555-4 dated the 31st May 1907, and Government of Bombay Notification in the General Department, No. 3516, dated the 4th June 1907, shall, subject to the following rules, apply to the transport of explosives other